### RECEIVED

DEC 2.0.2002
Division of Soils & Hazardous Waste
that Department of Environmental Quality



## 2002 CLASS IV LANDFILL PERMIT APPLICATION

SANTAQUIN CITY CORPORATION
45 West 100 South
Santaquin, UT 84655
Contact: Dennis Barnes, Public Works
(801) 754-3211

#### PART I - GENERAL DATA



#### UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

DEC 20 2002
02.03967
Division of Solid & Hazardous Waste

#### DIVISION OF SOLID AND HAZARDOUS WASTE

### APPLICATION FOR A PERMIT TO OPERATE A CONSTRUCTION/DEMOLITION LANDFILL - CLASS IV OR CLASS VI LANDFILL

The applicant shall submit an original permit application, which includes a general report and a technical report, to:

Dennis R. Downs, Director Division of Solid and Hazardous Waste Utah Department of Environmental Quality PO Box 144880 Salt Lake City, Utah 84114 - 4880

(Note: When the application is determined to be complete, submittal of the original complete permit application and one copy of the complete application will be required.)

PART I - GENERAL INFORMATION

### 1. Name of Facility Santaquin City Class IV Landfill 2. Site Location Approximatley 1/2 mile west of Santaquin 3. Facility Owner Santaquin City Corporation 4. Facility Operator <u>Santaquin City Corporation</u> 5. Contact Person <u>Dennis Barnes, Public Works or Roger Carter, City Manager</u> Address 45 West 100 South Santaquin, Utah 84655 Telephone (801) 754-3211 6. Type of Facility: Class IVb Landfill Class VI Landfill Class IVa Landfill 7. Type of Application Initial Application XX Permit Renew 8. Property Ownership XX Presently owned by applicant To be purchased by applicant

| ☐ To be leased by applicant  |   |
|--|---|
| Property owner (if different from applicant)   |   |
| Name   |   |
| Address  |   |
|  |   |
| Telephone  |   |
| 9. Certification of submitted information.   |   |
| Definition (cold)  | Title)  |
| I certify under penalty of law that this document and all attachme supervision in accordance with a system designed to assure that qualified information submitted. Based on my inquiry of the person or persons who directly responsible for gathering the information, the information submitt belief, true, accurate, and complete. I am aware that there are significant pincluding the possibility of fine and imprisonment for knowing violations. | personnel properly gather and evaluate the omanage the system, or those persons ted is, to the best of my knowledge and penalties for submitting false information. |
| Signature: Mannon Doman D  | Date: 12 18 02  |
| SUBSCRIBED AND SWORN to before This $18$ day of $4$  | C 2007  |
| My commission expires on the 15 day of July  | , 20_03   |
| Notary Public in and for   |   |
| (SEAL) Utak C  | County, Utah.   |



#### PART II - GENERAL INFORMATION

#### 2.1 GENERAL DESCRIPTION

The following is a general description of the Class IV Landfill operated by Santaquin City.

Santaquin City is currently operating a Class IV facility for exclusive use of the City and its residents. The facility is open one day a week and accepts approximately 15 tons per week.

The City owns 25 acres which have been zoned industrial for use as a landfill. This property is located approximately one-half mile west of Santaquin between Highway 6 and 200 North to the west of the Union Pacific railroad. Approximately 12 of those acres make up the active portion of the Class IV facility. The active portion of the facility is located within the confines of a gully with 10 to 15 foot vertical walls on the northern and southern edges. The remaining acreage is used as a buffer zone and the entire property is fenced. Two gated access roads lead to the landfill. The northwest entrance is used to gain access to the facility.

The City has recently modified the list of item that will be accepted at the facility. These items include yard waste (brush, branches, grass clippings, leaves, rocks and dirt), construction waste (concrete, shingle, sheetrock, and asphalt ONLY), and dead animals. Scrap metal and furniture including appliance with no freon will be accepted for a charge. These items will be placed in a temporary storage bin until taken to the proper recycling facility. Item that will not be accepted will include, household garbage, paper, plastic, cardboard, tires, electronics, treated lumber, railroad ties, tires and any other items the attendant feels inappropriate. All vehicles will be stopped at the gate before entering the landfill for an inspection of their waste. If prohibited wastes have not be segregated and removed, the ENTIRE load will be rejected.

The responsible party for overseeing the operation of the facility is Santaquin City Corporation. The management of the facility is overseen by Dennis Barnes, Public Works Director, and will be operated by a staff of two on the operation day.

#### 2.2 RELATIONSHIP TO THE SOLID WASTE MANAGEMENT PLAN

Santaquin stopped accepting municipal solid waste at its landfill in July 1995. Currently, the municipal waste is collected and hauled to the Bayview Landfill, in Elberta, by a contracted company. The former site of the municipal solid waste facility has been converted to a Class IV facility, using the incoming waste to provide for large depressions as part of the old facility's closure operation.

Santaquin City has determined this facility is a great asset to the community. It has provided a facility for the disposal bulky waste, which has prevented illegal dumping in local orchards and other agricultural lands.

A \$1.00 surcharge has been added to the utility bill to fund operation of the landfill.

#### 2.3 LEGAL DESCRIPTION

Santaquin owns four parcels of land for use of the current landfill. Below are the legal descriptions and parcel numbers for each parcel of land.

#### Parcel # 29:036:0025

COM SE COR OF SEC 34, T9S, R1E, SLB&M; THENCE N 1.35 CHS; N 46 1/4 DEG W 7.83 CHS; N 61 1/4 DEG W 14.66 CHS; S 7.75 CHS; S 56 DEG E 11.0 CHS; E 9.35 CHS TO BEGINNING; CONTAINING 12.70 CARES.

#### Parcel #32:009:0021

LOT 1, LOCATED IN NE COR SEC 3, T10S, R1E, SLM, S 331 FT TO THE NORTHERLY RIGHT OF WAY OF STATE HIGHWAY; N 57 DEG 42' W ALONG SAID RIGHT OF WAY 605.5 FT; E 507 FT TO BEGINNING, CONTAINING 4.45 ACRES.

#### Parcel # 29:037:0010

COM SW COR SEC 35, T9S, R1E, SLM; N 35'25"W 119.64 FT; S 52 DEG 28'13"E 131.04 FT; S 63 DEG 41'16"E 80.14 FT; S 88 DEG 35'33"W 174.58 FT TO BEG. AREA .21 ACRES.

#### Parcel # 29:036:0021

COM N 1004.98 FT & W 1235.65 FT FR SE COR OF SEC 34, T9S, R13, SLB&M; THENCE N 83 DEG 36'W 851.9 FT; S 16 DEG 03'W 30.7 FT; S 63 DEG 48'E 295 FT; S 58 DEG 43'E... CONTAINING 5.00 ACRES.

See attachment A.

#### 2.4 PLAN OF OPERATION

In Accordance UAC, copies of this Plan of Operation are kept on file at the City Shop located at 400 West 200 South, Santauqin, Ut.

#### 2.4.1 Schedule of Construction

The Class IV facility was constructed in 1995-1996 from the old Santaquin Municipal Landfill. No additional infrastructure has been necessary. The facility uses existing access roads and the property is fenced and gated.

#### 2.4.2 Solid Waste Handling Procedures

The facility will be open on Saturdays from March to October from 8:00 a.m. until 4:00 p.m., during the off season by appointment when weather permits.

Equipment to operate the facility is made available through Santaguin City's Public Works

Department. This equipment is on site each day the facility is open. An updated equipment list has been provided. See attachment B.

The facility accepts yard waste (brush, branches, grass clippings, leaves, rocks and dirt), construction waste (concrete, shingle, sheet rock, and asphalt ONLY), and dead animals. Scrap metal and furniture including appliance with no freon will be accepted for a charge. These items are separated and stored until such time as they can be properly disposed of by a contract salvage company.

The following is a description of on-site solid waste procedures:

- 1. All incoming vehicles are stopped at the gate by the landfill operator. A description of the vehicle and its load contents are recorded in the Daily Log, including the vehicle's license plate number, a description of the waste, and the approximate weights and volumes. See attachment 3 for an example of the Daily Log currently used.
- 2. All material brought into the site are place in the designated areas.
- 3. Dead animals are buried in the dead animal pit. The pit and is covered with at least six inches of soil by the end of the working day.

#### 4. Appliances

- i. Santaquin Class IV Landfill facility will not accept appliances containing freon. A sticker stating that the freon has been removed must accompany the appliance.
- ii. Appliances are recycled by a contract salvage company. If for some reason removal for recycling is impossible by September of each year, the appliances are transported to a Class I or II landfill located in Utah County, crushed and placed in the working cell. A notation will be made in the log books of both facilities. A small fee will be charged to cover the cost for the disposal of these items.

#### 6. Scrap Metal

Scrap Metal is accepted and stored in a recycled bin. Periodically, a contract salvage company picks up and disposes of the material. A small fee will be charged to cover the costs for the disposal of these items.

#### 7. Construction Debris

All construction waste which is accepted at the facility is placed in an active disposal cell. Soils and other materials suitable for use as cover or fill material are

be stockpiled.

#### 8. Yard Waste

Yard Waste is buried on an active disposal cell and covered with six inches of soil as needed to prevent a fire hazard.

#### 2.4.3 Contingency Plan in the Event of a Fire

Information in this section has not changed except for the emergency phone numbers. Listed below is a current list of emergency phone numbers.

#### **Emergency Phone Numbers**

| EMERGENCY FIRE AND RESCUE                           | 911      |
|---|----------|
| Roger Carter (City Manager)                         | 592-4170 |
| Dennis Barnes(Public Works Department)              | 592-4173 |
| Santaquin Fire Department (Dispatch)                | 375-3601 |
| Santaquin Police Department (Dispatch)              | 375-3601 |
| Utah County Sheriff's Department                    | 343-4100 |
| Highway Patrol                                      | 887-8083 |
| Mountain View Hospital, 1000 East Highway 6, Payson | 465-7000 |
| Department of Environmental Quality                 | 536-4400 |
| County Health Department                            | 370-8700 |

#### 2.4.4 Alternative Waste Handling and Disposal

During periods when the facility is not able to accept and dispose of wasted (in case of equipment breakdown or other unforseen events), Class IV waste materials have been stockpiled on site. If required by regulation, waste can ve transported to the Payson City facility.

Dead animals can be refused by the facility operator when unforeseen conditions require such refusal. If the operator refuses to accept dead animals, owners of dead animals can dispose of them on agricultural lands with permission of the land owner.

#### 2.4.5 Procedure for Excluding Prohibited Waste and PCBs

The Santaquin City Class IV Landfill only accepts inert waste, construction materials, yard waste, and dead animals. The facility temporary stores appliances, metal, and furniture, outside the active cell boundaries.

Wastes is only accepted when an operator is on duty. The landfill operator meets all vehicles at the gate and each load is visually inspected. The facility is fenced and locked to deny access whenever the operator is not on site.

#### 2.4.5.1 Waste Screening

The Santaquin Landfill accepts, on average, 15 pick-up truck loads of waste each Saturday. Random inspections of incoming loads are conducted on one load per week. A Random Waste Screening form is filled out and kept on file. The load will be refused if any prohibited or suspicious wastes are found. The operator screens for the following materials:

- Household garbage
- asbestos or asbestos contaminated materials
- contaminated soils or tanks resulting from clean up of spills
- paint, solvents, sealers, adhesives or similarly hazardous or potentially hazardous materials
- liquids or containers (including drums) that used to contain liquids
- stickers, signs, or other marking indicating hazardous materials or radioactivity
- sludges and septage
- medical wastes; and
- wastes that may be contaminated with PCB's including electric transformers and lubricating oils.

#### 2.4.5.2 Waste Screening Procedure

Waste screening is conducted as follows:

- 1. The driver is directed to the waste screening area near the active cell.

  Unauthorized personnel are not allowed to enter the area.
- 2. The waste screening form is completed.
- 3. Protective gear is worn.
- 4. The waste material is spread with the dozer/backhoe or with hand tools and examined visually. Suspicious markings or materials, like the ones listed above, are carefully investigated further.

When the waste is deemed acceptable for either the Landfill or temporary storage, the waste is transported to the appropriate area.

If the load was paid for, a receipt is given to the driver before leaving the site.

#### 2.4.5.3 Procedures for Refusing and Removing Wastes

Should nonhazardous prohibits wastes, or other wastes unacceptable for dumping at the Class IV facility (such as household garbage), be discovered either during a random waste screening or during placement in the landfill, the following options will be utilized to remove these wastes from the landfill:

- 1. Wastes are loaded back into the hauler's vehicle. The hauler is informed of the proper disposal options.
- 2. If the hauler is no longer on site and is known, they are asked to retrieve the inappropriate waste and given information on proper disposal, or

If the operator feels that the load contains hazardous waste or PCB's, he will notify the proper authorities (City Police Department, County Health Department, UDEQ, and Highway Patrol).

The operator will make a notation in the waste screening form and logbook of all loads turned away and why they were turned away. The operator will also notify the Director of Public Works, when a situation listed above has occurred.

#### 2.4.5.4 Hazardous Wastes Discovered After the Fact

If hazardous wastes of wastes containing PCB's that have been inadvertently accepted, are discovered (i.e., once the hauler has left the site) the procedure below is followed:

- 1. Access to the affected area is restricted.
- 2. The situation is assessed. The Highway Patrol will is called if unstable wastes that cannot be handled safely or radioactive wasted are discovered or suspected. Notifications will be made as outlined in the section for refusing waste, if hazardous wastes are discovered.
- 3. If the waste can be safely moved, the equipment operator will transport it to a secure zone.
- 4. The Director of Public Works will be contacted for further disposition of the waste.
- 5. The hauler if known will be notified within 24 hours of the discovery. The generator is responsible for proper clean up, transport, and disposal of waste.
- 6. In the event this occurs, a record will be made of the discovery, handling, and disposition of any hazardous wastes, including notification of the authorities and the hauler. A copy of this record will be sent to UDEQ within 14 days of the incident.

#### 2.4.6 Vector Control Program

A Class IV facility provides little in the way of food sources and there is no water at the facility. However, bulky items may provide a habitat for rodents. All recyclable materials are removed from the site at least once a year. If a problem arises with vector population, the operator will call a professional exterminator and make the necessary arrangements for moving the offending material. If the materials cannot be removed from the landfill, they are moved to the pit and covered.

#### 2.4.7 Safety Program

#### 2.4.7.1 Fire Prevention

Any combustible materials will be covered as needed to avoid a fire hazard

#### 2.4.7.2 Operator Training

Refresher training will be provided as needed to ensure continued compliance within the approved "plan of operation" and "permit." Dates of completion of such training will be kept on file with the employees personnel records. All employees and managers of the landfill will be required to

read the initial application and any updates to the documents prior to beginning work at the facility.

#### 2.5 INSPECTION AND RECORD KEEPING

#### 2.5.1 Inspections

Routine inspections are performed weekly and quarterly to prevent malfunctions and deterioration, operator errors, and discharge which may cause or lead to release of wastes to the environment or threaten human health. Described below is the procedure for these inspections:

- 1. A walk through inspection is done on a weekly basis by the landfill operator. The inspection form is dated and signed by the operator and includes notations of observations made and the date and nature of any repairs of correction action.
- A complete inspection is done quarterly by the Director of Public Works.
   Anything not meeting with the inspector's approval is put in writing and is given to the operator to correct.

See Attachment C for Inspection Forms.

#### 2.6 CLOSURE PLAN

#### 2.6.1 Closure Schedule and Landfill Capacity

Based upon the Solid Waste Landfill Annual Report dated February 11, 2002, annual disposal amounts of waste being disposed of was 20 cubic yards or approximately .12 tons per day in the reporting period. Based upon this same report, disposal capacity remaining at the facility is calculated at 30 years, 3 acres and approximately 10,000 tons.

As each landfill unit is covered and closed the next unit will be prepared. Depressions A & B are in use at this time.

See attachment D for sequencing maps.

#### 2.6 2. Final Inspection

In accordance with UAC R315-302-3 (4)(a) and (b) the owner and operator will notify the Executive Secretary of the intent to implement the closure plan in whole or part, 60 days prior to the projected final receipt of waste at the facility. Final closure activities will begin within 30 days after receipt of the final volume of waste and will be completed within 180 days from their starting time.

When the facility closure is completed, each owner or operator shall, within 90 days, submit to the Executive Secretary the following:

1. A facility closure plan signed by a professional engineer registered in the State of

- Utah with any modified as necessary to represent as-builts changes to final closure construction are required to be presented to the Executive Secretary; and
- 2. A certification by the owner and a professional engineer registered in the State of Utah, that the site has been closed in accordance with the approved closure plan.

#### 2.6.3. Record of Title, Land Use, and Zoning Restrictions

The closed landfill will be rezoned, if necessary, to conform to local regulations after closure. A description of the landfill history and filled areas will be permanently appended to the record of title no later than 60 days after certification of closure. Land use restrictions will be assigned that conform to existing regulations for closed landfills at the time of closure.

#### 2.7 POST-CLOSURE PLAN

Santaquin City understands that post-closure care is required for a period of 30 years or as long as the Executive Secretary determines is necessary for the facility to become stabilized and to protect the human health and the environment. When post-closure activities are complete, as determined by the Executive Secretary, Santaquin City will submit a certification to the Executive Secretary, signed by the owner and a professional engineer registered in the state of Utah stating why post-closure activities are no longer necessary (i.e., little or no settlement, gas production, or leachate generation).

Because Class IV landfills are exempt for ground water, leachate, and gas monitoring requirements, post-closure care will primarily consist of annual inspection to insure cove integrity and the security of the facility.

Santaquin City Corporation will serve as the point of contact during the post-closure period. Contact can be made with Santaquin City at 45 West 100 South, Santaquin, Ut 84655, or by phone at (801) 754-3211.

#### 2.8 COST ESTIMATES AND FINANCIAL ASSURANCE

#### 2.8.1 Closure Costs

The cost estimates for closure are based on a third party performing closures. Estimated costs are based on the cost to close the largest area of the facility. The areas requiring final cover will be one dead animal pot and one landfill unit. The covered areas will then be re-seeded with natural vegetation.

Closure costs are estimated to be \$28,740.25. See attachment E for breakdown of closure costs.

A cost estimate for placing final cover and re-seeding was obtained from Greenhalgh Construction on July 9, 2002. See Attachment F for estimate.

#### 2.8.2 Post-Closure Costs

The post-closure estimates cover a 30 year post-closure period. It is anticipated that minimal care requirements will be necessary as the site is to be re-seeded with native grasses that will not require irrigation or constant, routine maintenance. Anticipated tasks will include annual inspections, record keeping, and maintaining cover integrity.

Post-closure cost are estimated to be \$3872.00. See attachment G for a breakdown of post-closure costs.

#### 2.8.3 Financial Assurance Mechanism

The financial assurance plan is outlined below. The total estimated costs for closure and post-closure care are approximately \$32,612.25.

Santaquin has put a Trust Fund in place for the closure and post-closure costs. The balance of the Trust Fund as of July 2002 is \$10,909.42. The amount to deposited into the Trust Fund this Fiscal year is \$5000.00.

With the increase in the estimated closure and post-closure costs, the amount deposited into the Trust Fund will increase to reflect those estimated costs, as of next fiscal year. The Trust Fund will be fully funded by July 2005.

Proof of the balance of this Trust Fund and a record of deposits, will be submitted each year with the new application. See attachment B for PTIF Statement dated July 2002

#### PART III - TECHNICAL DATA

#### 3.1 DESCRIPTION OF SITE VICINITY

A copy of the U.S Geological Survey (USGS) topographic survey of the site area has been provided. This map shows the facility boundary, the property boundary, the latitude and longitude coordinates of the front gate, the land use and zoning of the surrounding areas, any

existing utilities and structures within one-fourth mile of the site, surface drainage channels, and the directions of the prevailing winds.

As noted in the initial application there are still only two homes, two power lines, one well, and sewage ponds within one-fourth mile of the site boundaries. Santaquin City is in the process of constructing a winter water storage pond adjacent to our current sewer lagoons. The surrounding property is zoned agricultural and contains orchards.

See attachment for USGS Map.

#### 3.2 ENGINEERING CONSIDERATIONS

#### 3.2.1 Foundation of the Facility

Before the current facility was opened for operation, the old municipal landfill was covered with a foot of cover.

#### 3.2.2 Operation of the Facility

Prior to the use and opening of the Class IV Landfill the surface was divided into 10 sections of various shapes that followed the natural topography of the site. Each of these units in approximately 1 acres in size. As each of these units fills, closure will consist of filling any voids and covering the surface with two feet of soil, including six inches of top soil. Borrow materials will be obtained from the walls of the embankments surrounding the landfill of from soils that were stockpiled during the operations.

#### 3.2.3 Run-On/Run-Off Protection

#### 3.2.3.1 Run-On Protection

The current landfill facility is naturally protected form run-on in two ways:

- 1. The closed municipal landfill and the current Class IV landfill are located in a gully that originally sloped to the northwest. However, The naturally occurring slopes have been altered by placement of municipal waste, during the operation of the municipal landfill. Bordering the southeastern end of the facility is a large depression that slopes away from the proposed Class IV landfill to the southeast and prevents run-on from reaching the active portions of the facility.
- 2. Run-on is not possible from the sides of the proposed landfill as the natural topography of the surrounding land surface on both sides of the gully slopes away form the proposed landfill.

#### 3.2.3.2 Run-Off Protection

Since no water will be able to run-on to the landfill, a run-off system preventing water from leaving the site need only address precipitation that falls within the current facility.

Santaquin City has put a negative fill on the east side on the current landfill to assure precipitation from any rain or snow run-off remains on the landfill property onto the adjacent properties. This was completed by creating a 2 foot berm using material (dirt and fill) from the landfill site, and some outside materials.

#### 3.2.4 Fugitive Dust Control

Fugitive dust has been controlled by minimizing excavation of natural vegetation. If dust does become a problem, the landfill operator will request the use of either a county, city, or private water truck in order to dampen the ground with water.

# Attachments

## Attachment A

**Property Legal Descriptions** 



#### REAL PROPERTY OWNER INFORMATION

Serial: 29:036:0025

Owner: SANTAQUIN CITY

Years Valid: 1997.....

Tax District:

120

Acres:

12.70 967

Mailing Address: 68 E MAIN SANTAQUIN UT 84655

Property Address: LANDFILL SANTAQUIN UT 84655

Property code:

Taxing description (not for legal documents)
COM SE COR OF SEC 34, T9S, R1E, SLB&M; THENCE N 1.35 CHS; N 46 1/4 DEG W 7.83 CHS; N 61 1/4 DEG W 14.66

CHS; S 7.75 CHS; S 56 DEG E 11.0 CHS; E 9.35 CHS TO BEG....

#### NO TAX HISTORY AVAILABLE

29:036:0025;2003

Main Menu

Comments or Concerns on Value/Appraisal Assessor's Office Documents/Owner/Parcel info Recorder's Office Address Change for Tax Notice

This page was created on 11/21/02 at 11:01:20



#### **REAL PROPERTY OWNER INFORMATION**

Serial: 29:036:0021

Owner: SANTAQUIN CITY

Years Valid: 1997.....

Tax District: 120

**Acres:** 4.45

5 **Property code**:

967

Mailing Address: 68 E MAIN SANTAQUIN UT 84655
Property Address: LANDFILL SANTAQUIN UT 84655

Taxing description (not for legal documents)

COM N 1004.98 FT & W 1235.65 FT FR SE COR OF SEC 34, T9S, R13, SLB&M; THENCE N 83 DEG 36'W 851.9 FT; S 16

DEG 03'W 30.7 FT; S 63 DEG 48'E 295 FT; S 58 DEG 43'E...

#### NO TAX HISTORY AVAILABLE

29:036:0021;2003

Main Menu

Comments or Concerns on Value/Appraisal <u>Assessor's Office</u>
Documents/Owner/Parcel info <u>Recorder's Office</u>

Address Change for Tax Notice

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#### **REAL PROPERTY OWNER INFORMATION**

Serial: 29:037:0010

Owner: SANTAQUIN CITY CORPORATION

Years Valid: 1997.....

Tax District:

120

Acres: Property code: 0.21 967

Mailing Address: 68 E MAIN SANTAQUIN UT 84655

Property Address: LANDFILL SANTAQUIN UT 84655

Taxing description (not for legal documents)

COM SW COR SEC 35, T9S, R1E, SLM; N 35'25"W 119.64 FT; S 52 DEG 28'13"E 131.04 FT; S 63 DEG 41'16"E 80.14 FT; S

88 DEG 35'33"W 174.58 FT TO BEG. AREA .21 ACRES.

#### NO TAX HISTORY AVAILABLE

29:037:0010;2003

Main Menu

Comments or Concerns on Value/Appraisal Assessor's Office Documents/Owner/Parcel info Recorder's Office

Address Change for Tax Notice

This page was created on 11/21/02 at 11:02:52

Years Valid: 1988.....

Property code:

125

5.00 967



#### **REAL PROPERTY OWNER INFORMATION**

Serial: 32:009:0021

Owner: SANTAQUIN CITY OF

Tax District: Acres:

Mailing Address: 68 E MAIN SANTAQUIN UT 84655

Property Address: LANDFILL SANTAQUIN UT 84655

Taxing description (not for legal documents) LOT 1, LOCATED IN NE COR SEC 3, T10S, R1E, SLM.

NO TAX HISTORY AVAILABLE

32:009:0021;2003

Main Menu

Comments or Concerns on Value/Appraisal Assessor's Office Documents/Owner/Parcel info Recorder's Office Address Change for Tax Notice

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| NATIONAL HOUSING & organized and existing under Salt Lake City crantor, hereby CONVEYS A SANTAQUIN CITY   | the laws of t                                   | the State of             | of Utah,<br>Leke<br>all claimin | , a corporation<br>with its principal office at<br>, State of Utah,<br>ng by, through or under it, to |
| of Santaquin City, Con<br>ne Hundred and Twenty Fiv<br>the following described tract<br>State of Utah:  | unty of Utah,<br>re and No/100<br>of land in    | State of (\$125.00)      | Utah,<br><br>Utah               | grantee<br>for the sum of<br>   |
| Commencing at the X + South, Range 1 Ex + South, Range 1 Ex + East 6.15 chains + West 2.48 chains 6 Less sold Utah Co   | ast, Salt Lake;<br>thence South<br>thence North | Meridian<br>17° West     | ; and ru<br>12.30 c             | nning thence<br>chains; thence  |
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| In witness whereof, the g   | rantor has cause                                | d its corpor             | ate name                        | and seal to be hereunto affixed   |
| by its duly authorized officer  | s this 6th day                                  | of                       | Apr                             | , A. D. 19 53   |
| Attest  | Cox   | NATION                   | AL HOUSI                        | ING & FINANCE SYNDICATE Company.  |
|   | Secretary.                                      | -                        | R                               | Stran   |
| 15.   |   |                          |                                 | President.  |

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| at M. Fee Paid \$   |                           | <del></del>   |              | ~~~~~~~~~~~                                     |
| by  |                           |   |              |   |
| Mail tax notice to  |                           | Address   |              |   |
| QT  | JIT-CL                    | AIM DE  | EED          |   |
| Melba Jones<br>of Payson<br>QUIT-CLAIM to Sant  | , County of<br>aquin City | Utah  | , State o    | grantor<br>of Utah, hereby                      |
| of Santaquin, Ut<br>One dollar and other<br>the following described trace<br>State of Utah: | r rood and v              | aluable consid<br>Utah  | derations    | grantee<br>for the sum of<br>DOLLARS<br>County, |
| ₿ 🕺 S.T.B.& M.  | ; thence Nains; thence    | corner of sec<br>1.35 chains; i<br>N. 61 W. 14<br>Highway No. 6;<br>R/W 11.0 chai | thence N. 46 | thence  |
|   |                           |   |              |   |
| Wirness the hand of said g  | rantor , this t           | twenty fifth<br>and nine hundred ar   | nd fifty th  | day of<br>ree                                   |
| Signed in the pres  | ence of                   | 12/ccs  | ~ 711.       | June  |
| A TANK  | - was                     |   |              |   |
| STATH OF UTAH,  | } ss.                     |   |              |   |
| thousand nine hundred and<br>Melba Jones  | fth<br>fifty three        | day of Apr<br>personally appea  |              | A. D. one                                       |
| the signer of the foregoing same.   | instrument, who           | duly acknowledge  |              | executed the                                    |
| My commission expires   | 11/57                     | Address:  |              |   |

| 15382 NSEP (35)   |
|---|
| Recorded at Request of  |
| at M. Fee Paid \$   |
|   |
| Man tax notice v  |
| WARRANTY DEED   |
| Floyd Kay and Vera Kay, Husband and Wife grantor of Santagnin, County of Utah, State of Utah, hereby CONVEY and WARRANT to City of Santaquin  |
| grantee of Santaquin, Utah one Hundred and Twenty Five, (125.00)—DOLLARS, the following described tract of land in Utah County,   |
| State of Utah:  |
| Commencing at the North East Corner of Section 3, Township 10 south, Range 1 East, Salt Lake Meridian; thence South 331 feet to the Northerly Right of Way of State Highway; thence N57° 42' w along said Right of Way 605.5 feet; thence East 507 feet to Beginning. Containing 3.85 acres |
| WITNESS, the hand of said grantor, this  July, A. D. 1955  Signed in the Presence of  Vera Ray  Octava 1. Poblins   |
| STATE OF UTAH, County of Utak  85.  |
| On the 29 day of July . A. D. 1955 personally appeared before me  |
| the signer of the within instrument, who duly acknowledged to me that he executed the   |
| $\rho_{TAR}$  |
| Bounce J. Mement.  Notary Public.  Willy bommission expires 9/28/65 Residing in Santaguin, Utah.  |
| My Commission expires 9/20/65 Residing in Santagues, Utak   |



# Ji Simi WARRANTY DEED

|   | RRIS SK  |  |   |  |  |   |   |
|---|--|--|---|--|--|---|---|
| Grantor, of                                       |  |  |   |  |  | ······  |   |
| hereby CONVE                                      | Y AND  | WARRANT  | toS.11  | TAGUIN CITY  |  | ********  | ·   |
| ······································            |  | ······································   |   |  |  | · · · · · · · · · · · · · · · · · · ·                         | ······································  |
| Grantee, of                                       | *************  | Santaguir  | ·<br>]  | <br>Utah   |  | Utah  |   |
|   | Stree  | t Address  | City  |  | County   | State   |   |
|   |  |  |   | liable cons  |  |   |   |
|   |  | act of land in.  | 1) ( )  | h  | ····   |   | County,   |
| State of Utah,                                    | to-wit:  |  |   |  |  |   |   |
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| Nove.   | mber   | presence of  | 19  | his  | ida S  | <del>Drie</del><br>mith                                       | day of  |
| Nove.   | nibor ned in the   | AH,  |   | his  | ida S  | Jones<br>mith   | day of  |
| Sign STAT   | med in the   | A. D.  | 19. 61  | his  | ida S  | <del>Drie</del><br>mith                                       |   |
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## Attachment B

**Equipment List** 

### **EQUIPMENT LIST**

CITY: Santaquin DATE: July 2002

|      | EQUIPMENT     |             | SIZE OPERATOR REQUIRED COST PER   | OPERATOR REQUIRED |    | COST PER HOUR |
|------|---------------|-------------|---|-------------------|----|---------------|
|      | 100           |             | e de la companya de |                   |    |               |
| Year | Make          | Model       |   | Yes               | No |               |
|      | 1,000         |             |   |                   |    |               |
| 1994 | international | Dump Truck  | 8-Yard  | X                 |    | \$65.00       |
| 1955 | Cat           | F-12        | Grader  | X                 |    | \$75.00       |
| 1981 | Case          | W-20 Loader | 2 Yard  | X                 |    | \$60.00       |
| 1993 | Honda         | Trash Pump  | 2 & 3"  |                   | X  | \$25.00       |
| 1982 | Ford          | Vac Truck   | Bobtail   | Х                 |    | \$100.00      |
| 1992 | Honda         | Generator   | 4500 Watt   |                   | _X | \$20.00       |
| 1976 | Ford          | Flatbed     | 1-Ton   | Х                 |    | \$25.00       |
| 1994 | Ford          | Flatbed     | 1-Ton   | X                 |    | \$25.00       |
| 2000 | Case          | Backhoe     | 580 S-L   | X                 |    | \$60.00       |
| 2001 | Case          | Backhoe     | 580 S-M   | Х                 |    | \$60.00       |
| 2001 | Compressor    | Sullair     | 185   |                   | Х  | \$20.00       |
| 2001 | Steam Cleaner | Hotsy       | Portable  |                   | X  | \$20.00       |
| 2001 | International | Dump Truck  | 8-Yard  | Х                 |    | \$65.00       |
| 2001 | 4-Wheeler     | Polaris     | 425   | Х                 |    | \$20.00       |
|      | Cutoff Saw    | Partner     | K-12  |                   | X  | \$15.00       |
|      | Chain Saw     | Stihl       | 18"   |                   | X  | \$15,00       |

HOURLY RATES FOR EQUIPMENT REQUIRING OPERATOR INCLUDED LABOR.
HOURLY RATES FOR EQUIPMENT NOT REQUIRING OPERATOR IS EQUIPMENT ONLY.
ADD \$15.00 / HR LABOR OR \$22.50 / HR OVERTIME

| CONTACT PERSON | TITLE        | DAY PHONE #    | NIGHT PHONE #  | EMERGENCY#              |
|----------------|--------------|----------------|--|-------------------------|
|                |              |                | Tarabata santa | Contraction Contraction |
| Dennis Barnes  | Public Works | (801) 754-3211 | (801) 754-3684   | (801) 592-4173          |
| LaDue Scovill  | Mayor        | (801) 754-3211 | (801) 754-3592   | (801) 592-4172          |

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### **Attachment C**

**Forms** 

# SANTAQUIN CITY CLASS IV LANDFILL DAILY LOG

| Date:           |      |
|-----------------|------|
| Operator #1:    | <br> |
| Operator #2:    | <br> |
| Equipment Used: |      |

| Time | Hauler Name | Vehicle License # | Waste Description | Estimated Volume | Fee | Check/Cash | Receipt # |
|------|-------------|-------------------|-------------------|------------------|-----|------------|-----------|
|      |             |                   |                   |                  |     |            |           |
|      |             |                   |                   |                  |     |            |           |
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|      |             |                   |                   |                  |     |            |           |

| Date: |  |  |
|-------|--|--|
| Date. |  |  |

| Time | Hauler Name | Vehicle License # | Waste Description | Estimated Volume | Fee | Check/Cash | Receipt #  |
|------|-------------|-------------------|-------------------|------------------|-----|------------|--|
|      |             |                   |                   |                  |     |            |  |
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# SANTAQUIN CITY CLASS IV LANDFILL RANDOM LOAD INSPECTION RECORD

| Date:                                    |  |
|--|--|
| INSPECTION INFORM                        | MATION   |
| INSPECTION INFORM                        | PATION   |
| Inspector's Name:                        |  |
| Date of Inspection:                      |  |
| Time of Inspection:                      |  |
|  |  |
| TRANSPORTER INFO                         | DRMATION   |
|  |  |
| Company Name:                            |  |
| Address:                                 |  |
| Phone Number:                            |  |
|  |  |
| VEHICLE INFORMAT                         | ION  |
| <u> </u>                                 |  |
| Driver's Name:                           |  |
| Vehicle Type:<br>Vehicle License Number: |  |
|  |  |
| Description of Waste:                    |  |
| OBSERVATION AND                          | ACTION TAKEN   |
|  |  |
|  |  |
|  |  |
|  | Date   |
| * Driver's Signature: _                  | Date:  |
|  | Date:  |
| Inspector's Signature:                   | Date   |
| * Driver's signature hereon de           | enotes: His presence during the inspection and does not admit, confirm or indentify liability. |

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# SANTAQUIN CITY CLASS IN LANDFILL WEEKLY INSPECTION FORM

| Satisfactory | Needs Work   |
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| Satisfactory | Needs Work   |
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# SANTAQUIN CITY CLASS IN LANDFILL QUARTLEY INSPECTION FORM

| Structure and Roads                            | Satisfactory | Needs Work |  |
|--|--------------|------------|--|
| 1. Fences                                      |              |            |  |
| 2. Gates                                       |              |            |  |
| 3. Access Roads                                |              |            |  |
| 4. Run-off Control System                      |              |            |  |
| List recommended repairs and/or action taken:  |              |            |  |
|  |              |            |  |
|  |              |            |  |
| Operations                                     | Satisfactory | Needs Work |  |
| 1. Litter and weed control                     |              |            |  |
| 2. Waste Piles/Depressions                     |              |            |  |
| 3. Final Cover                                 |              |            |  |
| 4. Daily Cover (dead animal pit)               |              |            |  |
| 5. Furniture, Appliance and Metal storage area |              |            |  |
| List recommended repairs and/or action taken:  |              |            |  |
|  |              |            |  |
|  |              |            |  |
|  |              |            |  |
| Other Observations and/or corrective a         | ction taken: |            |  |
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| Mail to:                              |
|---------------------------------------|
| Dennis R. Downs, Director             |
| Division of Solid and Hazardous Waste |
| P.O. Box 144880                       |
| Salt Lake City Utah 84114-4880        |

| Date | Entered: |
|------|----------|
|      |          |

### SOLID WASTE POST-CLOSURE CARE ANNUAL REPORT Part I - General Information

Administrative Information Please enter all the information requested below.

| Pacility                                | Name:              |                                       |                    |                        |
|---|--------------------|---------------------------------------|--------------------|------------------------|
| Mailing                                 | Address:           | (Number & Street, Box and/or Rou      | ۵)                 |                        |
|   |                    | State:                                |                    |                        |
| ,                                       |                    | , 5ate                                | Zip code           | ·                      |
| Owner                                   |                    |                                       |                    |                        |
| ]                                       | Name:              | Phone No.                             | ()                 |                        |
| ]                                       | Mailing Addres     | SS:(Number & Street, Box a            |                    |                        |
|   | •                  | (Number & Street, Box a               | nd/or Route)       |                        |
| (                                       | City:              | , State:                              | Zip Code           | · •                    |
|   |                    |                                       |                    |                        |
|   |                    | vider (if different from Owner abo    |                    |                        |
| J                                       | Name:              | Phone No.                             | ()                 |                        |
| ,                                       | . # - 111 A 4.4    |                                       |                    |                        |
| 1                                       | Mailing Addres     | SS:(Number & Street, Box a            | nd/or Pouta)       |                        |
|   | ~ite:              | , State:                              | 7in Code           |                        |
| ,                                       |                    | , State                               | Zip Code           | •                      |
| Contact                                 | Person             |                                       |                    |                        |
|   |                    | Phone No.                             | ( )                |                        |
|   |                    |                                       |                    |                        |
|   |                    |                                       |                    |                        |
| Email A                                 | ddress:            |                                       |                    |                        |
| 2,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |                    |                                       |                    |                        |
| Inform                                  | ation To insure c  | complete records and proper filing pl | ase complete the f | ollowing.              |
|   |                    |                                       |                    |                        |
| Permit 1                                | No.:               | Permit Date                           | ):                 |                        |
| 1                                       | shown on the secon | nd page permit) (Date                 | permit was signe   | d)                     |
| losure (                                | Care Status        |                                       |                    |                        |
| Date Po                                 | st-Closure care    | e began                               | <del></del>        |                        |
| (The date                               | post-closure care  | began is the date that the landfill   | inal cover constr  | ruction was completed) |
|   |                    |                                       |                    |                        |
| Require                                 | d Reports          |                                       |                    |                        |
|   |                    |                                       |                    |                        |
|   |                    | h facility must report the in         | spection dates     | s and actions taken to |
| maintai                                 | n the final cove   | er                                    |                    |                        |
|   | 1 4                | T . 1 C . 114                         | -4-464-4           | C                      |
| Financi                                 | al Assurance:      | Each facility must recalcul           | ate the cost of    | post-closure care to   |

that the new cost estimates are fully covered by the assurance mechanism currently be utilized, must be submitted. Facilities that are using a trust account should include a copy of the most recent account statement.

Note Facilities using "Local Government Financial Test" must provide the informatior required in R315-309-3(7)(d)

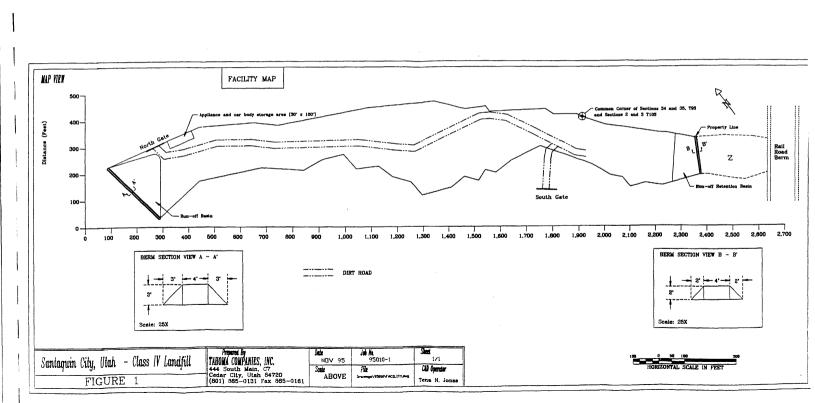
<u>Ground Water Monitoring</u>: Each facility required to conduct ground water monitoring must submit a ground water monitoring report, which contains water elevations, sampling results, and statistical analyses.

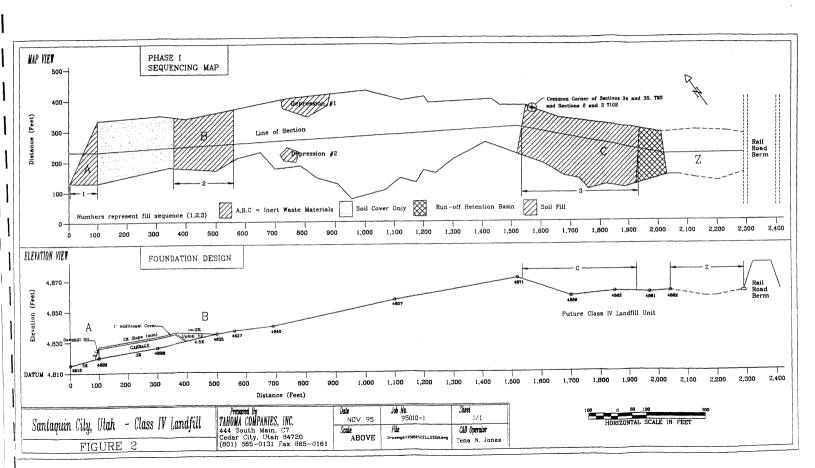
<u>Explosive Gas Monitoring</u>: Each facility required to conduct gas monitoring must submit a gas monitoring report.

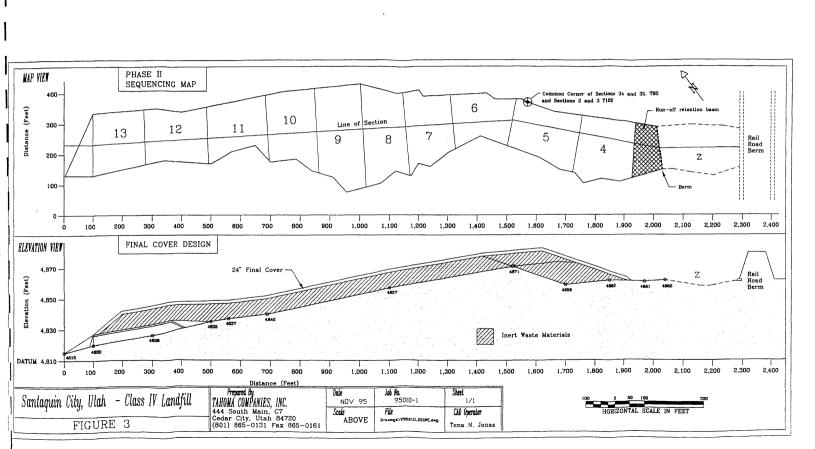
| Signature:   | Date:   |
|--|---|
| Signature should be by an executive officer, general p | partner, proprietor, elected official, or a duly authorized representative. A duly authorized |
| representative must meet the requirements of the solid | 1 waste rules (UAC R315-310-2(4)(d)).   |

### **Attachment D**

**Cell Layout Maps** 







### Attachment E

**Closure Cost Breakdown** 

### **ESTIMATED CLOSURE COSTS**

| and the second second              |       |         |                    |   |
|------------------------------------|-------|---------|--------------------|---|
|                                    |       |         | And minimal street |   |
|                                    |       |         |                    |   |
|                                    |       |         |                    |   |
| <b>"我们我们的对象的关系,我们</b>              |       |         |                    |   |
| 1.1 Topographic Survey             |       |         |                    | er i de la companya |
| 1.2 Boundary Survey for Affidavit  | Hours | \$65.00 | 8                  | \$520.00  |
| 1.3 Site Evaluation                | Hours | \$65.00 | 8                  | \$520.00  |
| 1.4 Development of Plans           | Hours | \$65.00 | 8                  | \$520.00  |
| 1.5 Contract Administration,       |       |         |                    |   |
| Bidding and Awards                 | Hours | \$35.00 | 8                  | \$280.00  |
| 1.6 Administration Cost for        |       |         |                    |   |
| the Certification of Final         |       |         |                    |   |
| Cover and Affidavit to the Public  | Hours | \$65.00 | 4                  | \$260.00  |
| 1.7 Project Management;            |       |         |                    |   |
| Construction, Observation, Testing | Hours | \$50.00 | 16                 | \$800.00  |
|                                    |       |         |                    |   |
| SUBTOTAL                           |       |         |                    | \$2,900.00  |
| 10% CONTINGENCY                    |       |         |                    | \$290.00  |
| TOTAL                              |       |         |                    | \$3,190.00  |

| 2.0 C | cophysical co           |                                  |                              |            | ilia<br>Janka kata kan |
|-------|-------------------------|----------------------------------|------------------------------|------------|------------------------|
| 1.04  |                         | et sant is suit in discussion in | A Substitution of the second | arkit kale |                        |
| 2.2.1 | Soils Replacement       | CU Yards                         | \$3.75                       | 2,420      | \$9,075.00             |
| 2.3   | Erosion Layer Placement | CU Yards                         | \$3.50                       | 806        | \$2,821.00             |
| 2.4   | Native Revegetation     | SQ Feet                          | \$0.10                       | 43,560     | \$4,356.00             |
| 2.5   | Site Grading            | Lump Sum                         | \$1,750.00                   | 1          | \$1,750.00             |
|       |                         |                                  |                              |            |                        |
| SUB   | OTAL                    |                                  |                              |            | \$18,002.00            |
| 10%   | CONTINGENCY             |                                  |                              |            | \$1,800.20             |
| TOTA  | \L                      |                                  |                              |            | \$19,802.20            |

| Engineering                  |  | \$3,190.00  |
|------------------------------|--|-------------|
| Construction                 |  | \$19,802.20 |
|                              |  |             |
| SUBTOTAL                     |  | \$22,992.20 |
| Legal Fees (25% of Subtotal) |  | \$5,748.05  |
| TOTAL CLOSURE COSTS          |  | \$28,740.25 |

### Attachment F

**Final Cover Estimate** 

### Attachment G

Post Closure Cost Breakdown

### ESTIMATED POST CLOSURE COSTS

| 1.2 Site Inspection and Record Keeping (annual)    | Annually | \$100.00 | 30 | 3,000.00               |
|--|----------|----------|----|------------------------|
| 1.3 Correctional Plans and Specifications (annual) | Hours    | \$65.00  | 8  | 520.00                 |
| SUBTOTAL   |          |          |    | \$3,520.00             |
| 10% CONTINGENCY TOTAL POST CLOSURE COSTS           |          |          |    | \$352.00<br>\$3,872.00 |

### TOTAL ESTIMATED FINANICAL ASSRANCE COSTS

| TOTAL FINIANCIAL ASSURANCE | \$32,612.25 |
|----------------------------|-------------|
| Post Closure Cost Total    | \$3,872.00  |
| Closure Cost Total         | \$28,740.25 |
|                            |             |

### Attachment H

Financial Assurance (PTIF Statement)

### PTIF

### UTAH PUBLIC TREASURERS' INVESTMENT FUND

Edward T. Alter, Utah State Treasurer, Fund Manager 215 State Capitol Salt Lake City, Utah 84114 Local Call (801) 538-1042 Toll Free (800) 395-7665 http://www/treasurer.state.ut.us

PAGE: 1

TOM AUSTIN SANTAQUIN CITY - LANDFILL ESCROW 45 W 100 S SANTAQUIN, UT 84655

12/01/02

STATEMENT OF ACCOUNT NO: 6123

REPORT PERIOD: 11/01/02 TO 11/30/02

| DATE     | REFERENCE | DEPOSITS | WITHDRAWALS | BALANCE   |
|----------|-----------|----------|-------------|-----------|
|          |           |          |             |           |
| 11/01/02 | BEGBAL    | 0.00     | 0.00        | 15,975.23 |
| 11/30/02 | NETEARN   | 28.73    | 0.00        | 16,003.96 |
| 11/30/02 | ENDBAL    | 0.00     | 0.00        | 16,003.96 |

#### ACCOUNT SUMMARY

| BEGINNING BALANCE:           | 15,975.23 |
|------------------------------|-----------|
| DEPOSITS IN THE PERIOD:      | 28.73     |
| WITHDRAWALS IN THE PERIOD:   | 0.00      |
| ENDING BALANCE:              | 16,003.96 |
| GROSS EARNINGS:              | 28.73     |
| ADMINISTRATIVE FEE (0.0000%) | 0.00      |
| NET EARNINGS:                | 28.73     |
| AVERAGE DAILY BALANCE:       | 15,975.23 |
| GROSS EARNINGS RATE: 2.1583% |           |
| NET EARNINGS RATE: 2.1583%   |           |

+ EQUIVALENT 365 DAY RATE IS +

2.1883% +



# INSTRUCTIONS FOR COMPLETION OF THE NEW UTAH STATE TREASURER ESCROW AGREEMENT FOR LANDFILL FINANCIAL ASSURANCE

To meet the financial assurance requirements of Utah Administrative Code (UAC) R315-309 with respect to the establishment and operation of a Trust Fund, it has become necessary to revise the Escrow Agreement that is on file with the Utah State Treasurer in connection with your escrow account. The change is found on page 3 of the agreement, Section 5(c)(i). This change gives the Executive Secretary of the Utah Solid and Hazardous Waste Control Board the necessary authority to approve payments from the fund. If you have any questions about this change, please contact Ralph Bohn at 801-538-6170. Following are instructions that should help you to complete the new Escrow Agreement.

#### Page 1

The "Entity" is the landfill owner and the contacts should be two individuals who are authorized to make deposits to the escrow account. The "State" is the Utah Department of Environmental Quality and the "Contact" is Dennis R. Downs, Executive Secretary, Utah Solid and Hazardous Waste Control Board. The other items on page 1 should be completed exactly as it is in your current Escrow Agreement.

#### Page 4

The date should be entered as the date the document is signed. The "Entity" and the "Attest and Countersign" sections should be signed by the entity contacts of page 1 who are authorized to make deposits to the escrow account. The "State" and "Accepted" sections are to be left blank.

#### New Account and Application Form (last page)

- A. Title of Account: Landfill Closure and Post-closure Care
- B. PTIF Account Number: Enter the current escrow account number

ACTION: Check the first box titled "Create New PTIF Account"

- C. Enter the names and titles of the two individuals who are authorized to make deposits to the escrow account.
- D. Enter the name and address to which the monthly escrow account statement should be mailed.
- E. The Bank Information should be left blank.
- F. The authorization must be signed and dated by the two individuals from page 1 who are authorized to make deposits to the escrow account.

After completing and signing the document, please mail it to the Division of Solid and Hazardous Waste. The document will then be signed and forwarded to the State Treasurer's Office. A copy of the document containing all signatures will then be returned to you and to the Division by the Treasurer's Office.

#### II. AGREEMENT

- A. The undersigned hereby deliver to the Treasurer, the Proceeds and Additional amount(s) to be held and disposed of by the Treasurer in accordance with the duties, instructions, and upon the terms and conditions hereinafter set forth in this Escrow Agreement to which the undersigned hereby agree:
  - 1. For purposes of this Escrow Agreement and this Escrow Agreement only:
    - (a) The Treasurer shall not incur any liability in acting upon any written authorization and request delivered hereunder and believed by the Treasurer to be genuine and to be signed by the proper parties.
    - (b) The Treasurer may consult with legal counsel in the event of any dispute or question as to the construction of the Treasurer's duties hereunder and shall not be held to any liability for acting in accordance with advice so received.
    - (c) The Treasurer shall have a first lien on the moneys held by it hereunder for its compensation and for any costs, liability or expense or counsel fees it may incur.
  - 2. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, the Treasurer shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing the Treasurer may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing the Treasurer shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and the Treasurer shall be entitled to continue so to refrain and refuse so to act until:
    - (a) The rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; and/or
    - (b) All differences shall have been adjusted by agreement and the Treasurer shall have been notified thereof in writing signed by all of the persons interested.
  - 3. The fees for the usual services of the Treasurer under the terms of this Escrow agreement are set forth in the schedule attached hereto as **Exhibit A**. It is agreed that additional compensation shall be paid to the Treasurer for any additional or extraordinary service it may be requested to render hereunder, and the Treasurer shall be reimbursed for any out-of-pocket expenses (including, without limitation, fees of counsel) reasonably incurred in connection with additional or extraordinary services.
  - 4. The Entity and the State hereby agree that the deposit of the Proceeds shall constitute compliance with applicable deposit and investment provisions of the Instrument.
  - 5. The duties of the Treasurer under the terms of this Escrow Agreement are as follows:
    - (a) The Treasurer shall receive into a separate fund (the "Escrow Account") Proceeds and any additional amounts to be used in connection with the Project.
    - (b) The Treasurer shall reimburse Entity in amounts authorized in writing by the Entity and the State.
    - (c) Each authorization must be signed by one official form both the Entity and the State, except as provided in (i)of this section, and shall be substantially the same as the form attached as Exhibit B. On behalf of the Entity, the written authorization and request shall be signed by any one of the officials of the Entity identified in Section I.A. 1. above. On behalf of the State, the written authorization and request shall be signed by any one of the officials of the State identified in Section I.A.2. above. The Treasurer assumes no responsibility for expenditure

of moneys paid out of the Escrow Account pursuant to a written authorization and request properly signed and delivered the Treasurer as provided herein.

- If the Entity fails to provide closure, post-closure, or corrective action of the solid waste management facility as required by the *Utah Solid Waste Permitting and Management Rules* and the Entity's solid waste disposal permit, the Executive Secretary will issue an order to close under the authority of Section 19-6-107(7) of the Utah Solid and Hazardous Waste Act. Upon completion of the Administrative process, including the Entity's right to contest and appeal the administrative action, the State may independently request, in writing, reimbursement to a State-approved and authorized third party for the costs related to the third party's activities for closure, post-closure or corrective actions at the facility.
- (d) If a written authorization and request indicates that an amount (the "Retained Amount") payable to a Provider is to be held for retainage pending completion of the Project or the lapse of time, the Treasurer shall segregate such amount and shall invest the Retained Amount in an interest-bearing account (the "Separate Account"), the interest on which shall accrue for the benefit of the Provider. The Retained Amount and all accrued interest thereon shall be disbursed by the Treasurer in the same manner as provided in paragraph 5(b) hereof. All fees charged or incurred by the Treasurer relating to the establishment, investment and disbursement of the Separate Account shall be borne solely by the Provider and may be withheld by the Treasurer from the Separate Account prior to the disbursement thereof; provided, however, that if such fees are borne by the Separate Account, and if the interest earned on the Separate Account is less than the amount of such fees, then the fees withheld from such Separate Account shall not exceed the interest earned and the balance of such fees shall be paid by the Entity.
- (e) The funds deposited by the parties hereto in the Escrow Fund and in any Separate Account shall be invested by the Treasurer in the Utah Public Treasurers' Investment Fund established by Section 51-7-5 of the Utah Code. All interest earned on moneys held in the Escrow Account shall be retained therein and disbursed as provided herein.
- (f) The Treasurer shall report at least monthly concerning the receipts, disbursements and status of the Escrow Account. The reports shall be mailed to the Entity and to the State at their respective addresses as shown in Section I.A. above. Notification of changes of address, if any, shall be in writing and mailed to the parties at their respective addresses as shown in Section I.A. above.
- (g) This Escrow Agreement will be terminated after payment of the fees and out-of-pocket expenses of the Treasurer, and upon liquidation of the Escrow Account as provided herein. This Escrow Account, upon the earlier to occur of:
  - (i) receipt by the Treasurer of a written authorization and request, signed as provided in paragraph 5(c) hereof, stating that the acquisition, construction, improvement and extension of the Project is complete, that all obligations and costs in connection with the Project which are payable out of the Escrow Account have been paid and discharged, and that the Treasurer is authorized and directed to transfer all moneys in the Escrow Fund to the Entity or such other disposition as may be agreed by the State and the Entity; or
  - receipt by the Treasurer of a written certificate of the State, signed by the appropriate representatives thereof as identified in paragraph 5(c) hereof, stating that at least months have expired from the date of this Agreement and that all remaining moneys in the Escrow Account are to be transferred to the State as a prepayment on the Bond purchased by the State or such other disposition as may be specified by the State.

#### **ESCROW AGREEMENT**

| ••                   | I. |           | SUMMARY                                      |   |                     |                    |
|----------------------|----|-----------|--|---|---------------------|--------------------|
| -                    | A. | Parties ( | to the Agreemen                              | ıt:   |                     |                    |
|                      |    | 1.        | Depositor:<br>Address:                       | Santaquin City Corpora<br>45 West 100 South<br>Santaquin, Ut 84655                  | ation               | _                  |
| n-idi                |    |           | Contact:                                     | Susan Farnswortffel. No.  A. LaDue Scovill Tel. No.                                 |                     |                    |
| igo ago.             |    | 2.        | State Agency:<br>Address:                    | Utah Division of Solid & Haza<br>P.O. Box 144880<br>Salt Lake City, Utah 84114-4    |                     | _(the "State")<br> |
| /Redin               |    |           | Contact:                                     | Ralph Bohn, Section Mgr.  | Tel. No             | -538-6170          |
| gamag                |    | 3.        | Escrow Agent                                 | "Utah State Treasurer (the "Trea<br>215 State Capitol<br>Salt Lake City, Utah 84114 |                     |                    |
| giring.              |    |           | Contact:                                     | Robert C. Kirk, Financial Man<br>Stephanie Baldes, Accountant                       | ager                |                    |
|                      |    |           | Telephone:                                   | (801)538-1042 Telefax: (80  | 01)538-1465 Toll fi | ree: 800-395-7665  |
| ,000g                | B. | Depos     | sit Amount(s):                               |   |                     |                    |
| ,, <del>,,,,,,</del> |    | 1.<br>2.  | -  | oal amount \$_5000.00 6-21-0<br>ount(s), if any:                                    | 00 (the "Proceeds"  | )                  |
| /garlinian           |    |           | \$ <u>5318.00</u><br>\$ <u>5000.00</u><br>\$ | From: 10/0  | 5 <b>-</b> 01<br>2  | <u>-</u>           |
| ### <b>9</b>         | C. | Autho     | orizing Resolution                           |   |                     |                    |
| Man                  |    |           |  |   | (the"In             | strument")         |
| njejmė.              | D. | •         | et Description:                              | ill facility  | /4L , WD            |                    |
|                      |    | This St   | ımmary is an integr                          | ral part of the Escrow Agreement  | (the"Pr             | oject )            |

| and signed by the parties to the              | ified or amended only by a written Amendment attached to this Agreement his Agreement. |
|---|--|
| DATED this 9 day of 00                        | ctober_,2002   |
|   | Entity:Santaquin City Corporation  |
|   | By: Susan B. Farnsworth SBLOWN ON  |
|   | Title: Recorder  |
| Attest and Countersign:  By: A. LaDue Scovill | In the Secret  |
| Title: Mayor                                  | ·  |
|   | STATE: Utah Division of Solid and Hazardous Waste                                      |
|   | By:  |
|   | Title: Executive Secretary  Utah Solid & Hazardous Waste Control Board                 |
| Accepted:                                     |  |
| Utah State Treasurer                          |  |
| By:   |  |
|   |  |

#### EXIIIBIT A

# Fees due to State Treasurer as Escrow Agent

| (Austria)   | Maximum annual fee is 10 basis points (one-tenth of one percent (.001)) applied to the average daily balance in each account. The fee is assessed monthly based on the actual number of days in the month divided by 360 days.   |
|-------------|--|
|             | Minimum annual fee is zero.  |
| <del></del> | The Treasurer intends to deduct the administrative fee from gross earnings of each account before crediting earnings to the account(s). The amount of such fees in not reflected on monthly statements to the Entity, and is payable only from gross earnings on the account(s). |
|             | Entity shall not be liable to the Treasurer for any other costs or expenses for usual services. Usual services include:  |
|             | 1. Acceptance of funds delivered for deposit.  |
| enelli      | 2. Deposit of funds and issuance of Treasurer's Receipt.   |
|             | 3. Investment of all funds delivered to Treasurer.   |
|             | 4. Credit net interest earnings to designated account(s) on a monthly basis.   |
| ,,,,,,,,    | 5. Reimburse entity for project costs pursuant to receipt of a written authorization and request properly signed and delivered to the Treasurer.   |
| 900         | 6. Prepare and deliver to Entity and State a monthly accounting showing all deposits, withdrawals, interest credits and rate, ending balance and average balance for each account.   |
| *****       | Entity will be liable to the Treasurer for out-of-pocket expenses resulting from any additional or extraordinary service Treasurer is requested to render and reasonably incurs in connection with additional or extraordinary services.   |
| 20-1        | _  |
| **          | -  |
| -           | <del>-</del>   |
|             |  |

#### EXHIBIT B -1

# WRITTEN AUTHORIZATION ANS REQUEST FOR REIMBURSEMENT FROM ESCROW FUND

|   | ТО  | The Utah State Treasurer, as Escrow Agent (the "Treasurer"). |  |  |  |
|---|---|--|--|--|--|
|   | DATE:   |  |  |  |  |
| -                                       | WR  | RITTEN REQUEST NO.:  |  |  |  |
| P <b>654798.</b>                        | I, the undersigned authorized officer of  |  |  |  |  |
| panents.                                | 7. Pursuant to the provisions of the Escrow Agreement by and between the Entity, the State and the Treasurer dated,(the "Escrow Agreement"), the undersigned hereby authorizes and requests a reimbursement from the Escrow Account to pay the amounts shown on the attached Payment Schedule.  |  |  |  |  |
| Annak                                   | 8. Each payment proposed to be made as set forth on the Payment Schedule has been incurred and is a proper charge against the Escrow Account.   |  |  |  |  |
| yamaa                                   | 9. To the extent that the payment of any item set forth on the Payment Schedule is for other than work, materials, equipment or supplies, in connection with this authorization and request, the undersigned certifies that each payment proposed to be made on the Payment Schedules is a proper charge against the Escrow Account, is a reasonable amount and has not been heretofore included in a prior Written Authorization and Request for Reimbursement for the Escrow Account. |  |  |  |  |
| NAME .                                  | - 10. This Written Authorization and Request, including the Payment Schedule attached hereto, shall be conclusive evidence of the facts and statements set forth herein.  |  |  |  |  |
| Warn                                    | 11. A copy of this Written Authorization and Request is being kept on file in the official records of the Entity.   |  |  |  |  |
| -                                       | The terms used herein which are defined in the Escrow Agreement shall have the respective meanings therein assigned to them.  |  |  |  |  |
| g marine                                |   |  |  |  |  |
| -                                       |   | By:  |  |  |  |
| *************************************** |   | Title:   |  |  |  |

#### EXHIBIT B-2

| ***     | I/we, the undersigned authorizes as follows:                     | zed officer(s) of the State, do hereby certify and request to the Treasurer  |
|---------|--|--|
| oven    | hereto, and on behalf of therein; provided that the              | foregoing statements of the authorized officer of the Entity attached the State approve the request for payment from the Escrow Fund made a State has not independently verified the statements of such authorized ched hereto and makes no representations or certifications with respect |
| -       | 2. A copy of this Written A the State.                           | authorization and Request is being kept on file in the official records of   |
| Res23   | The terms used herein shall ha authorized officer of the Entity. | eve the same meanings assigned to them in the attached statements of the   |
| pajesta | Dated the date appearing at the                                  | e top of the attached statements of the authorized officer of the Entity.  |
|         |  | STATE:   |
| *comodi | <b>*</b>   | Ву:  |
| -       | ·<br>•   | Title:   |
| gMais?  |  |  |
| -       | <del>-</del>   |  |
| garana. |  |  |
| 139MM   | -  |  |
| -       | usina  |  |

#### EXHIBIT B -3

#### REIMBURSEMENT SCHEDULE

| Check No.               | Person or Firm                   | Amount                      | Purpose             |
|-------------------------|----------------------------------|-----------------------------|---------------------|
|                         |                                  |                             |                     |
|                         |                                  |                             |                     |
|                         |                                  |                             |                     |
|                         |                                  |                             |                     |
|                         |                                  |                             |                     |
|                         |                                  |                             |                     |
|                         |                                  |                             |                     |
|                         |                                  |                             |                     |
|                         |                                  |                             |                     |
| Reimbursement for       | r the above listed payments tota | ling \$                     | is to be made to    |
| (CHECK ONE):            | ("Entity") by transfe            | er of funds from the Escrov | w Account (PTIF#) t |
| Entity's go (PTIF#); or | eneral account in the Public Tre | easurer's Investment Fund   |                     |
|                         | necking account at               |                             |                     |
| Account n               | umber                            |                             |                     |
| RETAINAGE RE            | QUEST                            |                             |                     |
|                         | bove listed reimbursement, trar  |                             |                     |
|                         | ő                                | , ,                         |                     |
|                         |                                  |                             |                     |
|                         |                                  |                             |                     |
|                         |                                  |                             |                     |
|                         |                                  |                             | <del></del>         |
| Contact Posson at t     | ime of Wire Transfer             |                             |                     |
| Comact reison at t      | (nam                             |                             | (phone #)           |

## UTAH STATE TREASURER UTAH PUBLIC TREASURERS' INVESTMENT FUND

New Account Application and Change Form

|  |   | DATE   |
|--|---|--|
| A. Title of Account  |   |  |
|  |   |  |
| B. PTIF Account Number(s)_   |   |  |
| ACTION:  |   |  |
| (Sec. A, C, D, E, F)   | the Change Bank/Account (Sec $A, B, E, F$ ).  | □ Add Bank/Account (Sec. $A, B, E, F$ )  |
| $\square$ Change Address (Sec. A,B,D,F)  | ☐ Change Authorized Individuals (Sec. A,B, C,F)   | ☐ Change Internet Access (Sec. A,B,C,F)  |
| C. Individuals Authorized to Make<br>NAME                                      | <del>-</del>  | INTERNET ACCESS (Y/N) -  |
| 1  |   |  |
|  |   |  |
|  |   |  |
|  |   |  |
|  |   |  |
|  |   |  |
| Aun  |   |  |
| E. Bank (Depository) Information: New/Additional Bank                          | Delete B  | onk  |
|  |   |  |
| a. Name of Bank  | Name of Bank  |  |
| b. Account Number  ☐ Checking ☐ Savings ☐ Ot                                   | Account Numb  | er   |
| the undersigned hereby authorize the U<br>automated clearing house (ACH) credi | Itah State Treasurer to make the about entries and/or debit entries to our boit the same to such account. This at | bank indicated above. The depository named athorization is to remain in full force and |
| Signed   | Signed  |  |
|  | (Date)  | (Date  |
| Name   | Name  |  |
| Title  | Title   |  |
|  | TWO SIGNATURES REOUIRE  | <u>CD</u>  |
|  | I WO SIGNATURES RECOIRE   |  |
| Please attach a deposit slip and return thi                                    | s form to:  | _  |
| Please attach a deposit slip and return thi                                    |   |  |

\* Must be a registered user, see our website at www.treasurer.state.ut.us

# Attachment I USGS Map

